

THIS ASSET PURCHASE AGREEMENT dated the 8th day of November, 2022

B E T W E E N :

[Redacted – Commercially Sensitive Information],
a corporation incorporated under the laws of
Ontario

(the “Vendor”)

AND

ApartmentLove Inc., a corporation incorporated
under the laws of Canada

(the “Purchaser”)

RECITALS:

1. The Vendor owns and operates *[Redacted – Commercially Sensitive Information]* and other internet rental listing sites *[Redacted – Commercially Sensitive Information]* (the “**Business**”).
2. The Purchaser wishes to purchase from the Vendor, and the Vendor wishes to sell to the Purchaser (individually a “**Party**” and collectively the “**Parties**”), all of the Vendor’s right, title and interest in and to all of the assets used in the conduct of the Business, as more particularly set out in this Asset Purchase Agreement (the “**Agreement**”), upon the terms and subject to the conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1

INTERPRETATION

1.1 In this Agreement:

- (a) **Accounting Firm** – means Deloitte LLP or such other internationally recognized independent public accounting firm mutually acceptable to the Parties.
- (b) **Adjusted Working Capital** – means (i) the sum of the Vendor’s combined consolidated current assets (excluding cash, cash equivalents or intercompany balances) of the Business

included in the Purchased Assets as of the Closing Date and determined in accordance with accounting policies of the Vendor consistently applied, minus (ii) the sum of the Vendor's combined consolidated current liabilities (excluding intercompany balances) of the Business included in the Assumed Liabilities as of the Closing Date and determined in accordance with accounting policies of the Vendor consistently applied, provided that the Adjusted Working Capital shall be adjusted downwards for any Uncollectable Accounts. For the avoidance of doubt, Adjusted Working Capital may be a negative number. An illustrative example of the Adjusted Working Capital calculation is attached to this Agreement as Exhibit "A".

- (c) **Business Day** – means any day except Saturday, Sunday, any statutory holiday in the Province of Ontario, or any other day on which the principal chartered banks in Canada are closed for ordinary business.
- (d) **Closing** – means the consummation of the transactions contemplated by this Agreement.
- (e) **Closing Date** – means November 30, 2022, or at such other time and date as Vendor and Purchaser may mutually agree upon in writing.
- (f) **Confidential Information** – means, in relation to a Party hereto:
 - (i) all information, in whatever form communicated or maintained, that either Party discloses (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), or that is gathered by inspection by a Party hereto or any of the Receiving Party's Representatives in the course of the Receiving Party's review of the transactions contemplated by this Agreement, whether provided before or after the date of this Agreement as first written above, that contains or otherwise reflects information concerning the Disclosing Party or its businesses, affairs, financial condition, assets, liabilities, operations, prospects or activities;
 - (ii) all plans, proposals, reports, analyses, notes, studies, forecasts, compilations or other information, in any form, that are based on, contain or reflect any Confidential Information regardless of the identity of the Person preparing the same; and
 - (iii) any matter relating to this Agreement or its terms including the existence of this Agreement;

but does not include any information that:

- (iv) is at the time of disclosure to the Receiving Party or thereafter becomes generally available to the public, other than as a result of a disclosure by the Receiving Party or any of the Receiving Party's Representatives in breach of this Agreement;
- (v) is or was received by the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its Representatives if such source is not prohibited from disclosing the information to the Receiving Party by a contractual, fiduciary or other legal confidentiality obligation to, the Disclosing Party; or
- (vi) was known by the Receiving Party prior to disclosure in connection with the transactions contemplated by this Agreement and was not subject to any

contractual, fiduciary or other legal confidentiality obligation on the part of the Receiving Party; or

(vii) [Redacted – Commercially Sensitive Information].

- (g) **Customers** – means customers receiving products, software and/or services from the Business as of the Closing Date.
- (h) **Disclosure Schedules** – means the disclosure schedules of the Vendor delivered to the Purchaser contemporaneously with the execution of this Agreement.
- (i) **Fundamental Purchaser Representations** – means the representations and warranties in Sections 3.1(a), 3.1(b), 3.1(c), 3.1(d), 3.1(e), 3.1(f), 3.1(g), 3.1(h) and 3.1(l).
- (j) **Fundamental Vendor Representations** – means the representations and warranties in Sections 3.2(a), 3.2(b), 3.2(c), 3.2(d) and 3.2(g).
- (k) **GST/HST** – means any taxes, interest, penalties and fines imposed under Part IX of the *Excise Tax Act* (Canada) and the regulations made thereunder.
- (l) **GST/HST Legislation** – means the *Excise Tax Act* (Canada) and the regulations made thereunder.
- (m) **Governmental Authority** - means all agencies, authorities, bodies, boards, commissions, courts, instrumentalities, legislatures and offices of any nature whatsoever, foreign or domestic, of any federal, state, county, district, municipal or city government or any other political subdivision.
- (n) **Interim Period** – means the period from and including the date of this Agreement to the Closing Time.
- (o) **Lien** – means any lien, claim, encumbrance, security interest, restriction, pledge, charge, escrow, option, right of first offer, right of first refusal, preemptive right, mortgage, indenture, security agreement or other similar agreement, arrangement, contract, commitment, understanding or obligation, whether written or oral and whether or not relating in any way to credit or the borrowing of money, of any kind.
- (p) **Material Adverse Effect** – means any change, effect, event, occurrence or state of facts that, individually or in the aggregate, has had, or is reasonably expected to have, a materially adverse effect on the financial condition, results of operations, business, assets or operations of the Business as a whole or the ability of the Vendor to consummate the transactions contemplated hereby; provided that "Material Adverse Effect" shall not include any event, occurrence, fact, condition or change, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Business operates; (iii) any changes in financial or securities markets in general; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) general outbreaks of illness including COVID-19; (vi) any action required or permitted by this Agreement; (vii) any changes in applicable laws or accounting rules; or (viii) the public announcement, pendency or completion of the transactions contemplated by this Agreement; provided further that any event, occurrence, fact, condition or change referred to in clauses (i) through (v) immediately above shall be taken into account in determining whether a

Material Adverse Effect has occurred or could reasonably be expected to occur to the extent that such event, occurrence, fact, condition or change has a disproportionate effect on the Business compared to other participants in the industries in which the Business operates.

- (q) **Outside Date** – means December 30, 2022.
- (r) **Permitted Liens** – means: (a) statutory Liens for current Taxes, special assessments or other governmental charges not yet due and payable and for which appropriate accruals have been established in the Financial Statements; (b) statutory liens and deposits or pledges made in connection with, or to secure payment of, workplace safety and insurance, worker's compensation, employment insurance and Canada Pension Plan programs mandated under law and for which appropriate accruals have been established; and (c) the rights of counterparties under the Contracts.
- (s) **Tax or Taxes** – means all taxes, assessments, charges, dues, duties, rates, fees, imposts, levies and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Authority under any applicable Tax Legislation, including, Canadian federal, provincial, territorial, municipal and local, foreign or other income, capital gains, GST/HST, goods and services, sales, use, consumption, excise, value-added, business, real property, personal property, transfer, franchise, withholding, payroll and employee withholding, or employer health taxes, customs, import, anti-dumping or countervailing duties, Canada Pension Plan contributions, provincial pension plan contributions or premiums, employment insurance premiums, and provincial workers' compensation payments, including any interest, penalties and fines associated therewith, and any liability for any of the foregoing as a transferee, successor, guarantor or surety or in a similar capacity under any contract, agreement, commitment or arrangement, written or oral, or by operation of law.
- (t) **Tax Act** – means the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.), the *Income Tax Application Rules*, R.S.C. 1985, c. 2 (5th Supp.), and the *Income Tax Regulations*, C.R.C., c. 945, in each case as amended to the date of this Agreement.
- (u) **Tax Legislation** - means the Tax Act, the GST/HST Legislation and all federal, provincial, territorial, municipal, foreign, or other statutes imposing a tax.
- (v) **Tax Return** - means all returns and reports, amended returns, information returns, statements, declarations, schedules, notices, notifications, forms, elections, certificates or other documents required to be filed or submitted under the provisions of any Tax Legislation and any tax forms required to be filed under any provisions of any applicable Tax Legislation.
- (w) **Uncollectable Accounts** – means any uncollected receivables that were outstanding as at 12:01 pm ET on the Closing Date and remain outstanding ninety (90) days after the Closing Date, provided that Uncollectable Accounts shall not include work billed by the Vendor prior to the Closing Date for services performed by the Purchaser following the Closing Date.
- (x) **Representative** – when used with respect to a person, representative means each director, officer, employee, consultant, financial adviser, legal counsel, accountant and other agent

or adviser of that person.

1.2 Currency

All dollar amounts in this Agreement, including the symbol “\$” and the abbreviation “CAD”, unless otherwise stated, refer to Canadian dollars.

1.3 Headings, etc.

The division of this Agreement into paragraphs, articles and other subdivisions and the inclusion of headings are provided for convenience only and do not affect the construction or interpretation of this Agreement or any term contained herein.

1.4 Knowledge

Any reference to “the knowledge of the Vendor” or any other similar knowledge qualification means the actual knowledge, after reasonable inquiry, of [*Redacted – Commercially Sensitive Information*].

1.5 Including

The words “include” or “including” mean “include (or including) without limitation” and the words following “include” or “including” are not to be considered an exhaustive list.

1.6 Performance on Holidays

If any act is required by the terms of this Agreement to be performed on a day which is not a Business Day, the act will be valid if performed on the next succeeding Business Day.

1.7 References to Persons

Unless the context otherwise requires, any reference in this Agreement to a person includes such person’s heirs, administrators, executors and other legal representatives, successors and permitted assigns.

1.8 Statutory References

Unless otherwise specified, any reference in this Agreement to a statute includes all rules and regulations made under it and all applicable guidelines, bulletins or policies made in connection with it and which are legally binding, in each case as it or they may have been, or may from time to time be, amended or re-enacted.

1.9 Time

Time is of the essence of this Agreement, and no extension or variation of this Agreement will operate as a waiver of this provision.

1.10 Time Periods

Unless otherwise specified, a period of days will be deemed to begin on the first day after the event which began during the period and to end at 5:00 p.m. (Toronto Time “ET”) on the last day of the period. If a period of time is to expire on any day that is not a Business Day, the period will be deemed to expire at 5:00 p.m. ET on the next succeeding Business Day.

ARTICLE 2

PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale of the Purchased Assets

On and subject to the terms and conditions of this Agreement, at the Closing Time, the Vendor shall sell, assign, transfer and convey to the Purchaser, and the Purchaser shall purchase, assume and accept from the Vendor, all of the Vendor’s right, title and interest in, and to, all the assets and property utilized exclusively, directly or indirectly, in the Business including, without duplication, the following, but excluding the Excluded Assets (all such assets collectively referred to as the “**Purchased Assets**”), free and clear of all Liens except for Permitted Liens:

- (a) The full benefit of all contracts, agreements, commitments, entitlements, engagements, licences and the like, written or oral, to which the Vendor is a party, and which relate solely to the Business, which are set out in Section 2.1(a) of the Disclosure Schedules (each a “**Contract**” and collectively, the “**Contracts**”);
- (b) The accounts receivable, amounts which are prepaid in connection with the Business and/or Purchased Assets, the right to bill and receive payment for services performed by unbilled or unpaid as of Closing and other receivables due or accruing to the benefit of the Vendor in respect of the Business and/or Purchased Assets, including those set out in Section 2.1(b) of the Disclosure Schedules (the “**Transferred Current Assets**”);
- (c) All warranties, claims, refunds, prepaid expenses, deferred charges, advance payments, security deposits, credits, causes of action, rights of recovery and rights of set-off of any kind related to the Business, including tax credits related to periods prior to Closing and claims of the Vendor against third parties relating to the Purchased Assets;
- (d) All books, records, books of account, financial statements, tax records, audit working papers, general ledgers, personnel records, business reports, plans, projections, research and development reports and records, production reports and records, operating guides and manuals, sales and purchase records, lists of suppliers and Customers, prospective suppliers and customers and referral sources and all other documents, files, records, correspondence, and other data and information, financial or otherwise, relating exclusively to the Business or the Purchased Assets, other than those required by law to be retained by the Vendor (in which case, copies will be made available to the Purchaser);
- (e) A new AWS account established by the Vendor on behalf of the Purchaser (the “**AWS Account**”) that contains the source code used exclusively by the Business, as more particularly described in Section 2.1(f) of the Disclosure Schedules (the “**Source Code**”);
- (f) All intellectual property rights and interests of the Vendor relating to the Business as set out in Section 2.1(f) of the Disclosure Schedules (the “**Intellectual Property**”) (including all translations, adaptations, derivations and combinations of the foregoing and all logos related

to the foregoing), together with all income, royalties, damages and payments due or payable as of the Closing or thereafter (including damages and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world);

- (g) The intangible value and goodwill of the Business, including the exclusive right of the Purchaser to represent itself as carrying on the Business; and
- (h) All current advertising, marketing and promotional materials and all other printed or written materials related to the Business.

2.2 Excluded Assets

Notwithstanding anything to the contrary contained in this Agreement, the following items are not part of the sale and purchase contemplated hereunder, are excluded from the Purchased Assets, and will remain the property of the Vendor after the Closing Date (collectively, the “**Excluded Assets**”):

- (a) All bank accounts, related deposits, cash and cash equivalents of the Vendor;
- (b) All intercompany balances between the Vendor and any of its affiliates;
- (c) All contracts, agreements, commitments, entitlements, engagements, licences and the like, written or oral, to which the Vendor is a party, which are not a Contract;
- (d) The minute books and any other records relating to the corporate organization of the Vendor;
- (e) All rights of the Vendor in connection with this Agreement;
- (f) All benefit plans and assets attributable thereto;
- (g) All insurance policies of the Vendor and any claims, credits or rights of recovery and set-off thereunder;
- (h) The assets, properties, services, and rights specifically set forth in Section 2.2(h) of the Disclosure Schedules; and
- (i) All other assets, properties, services, and rights used by the Vendor in its business other than those used solely in the Business.

2.3 Assumed Liabilities

On and subject to the terms and conditions of this Agreement, at the Closing Time the Purchaser shall assume and agree to pay when due, discharge and perform in full in accordance with the terms, obligations and liabilities of the Vendor relating to, or arising out of, the use of the Purchased Assets (collectively, the “**Assumed Liabilities**”) and the other liabilities explicitly listed below:

- (a) The accounts payable, prepaid revenue, or other indebtedness only as incurred in the ordinary course of business to the extent (and only to the extent) such items are included in the Closing Adjusted Working Capital;

- (b) All liabilities and obligations which accrue on or after the Closing Date which arise out of the Contracts (excluding any liability with respect to any Contracts arising as a result of any act or omission which occurred on or prior to the Closing Time or the breach of any representation or warranty hereunder by the Vendor);
- (c) All liabilities and obligations associated with the Purchaser becoming the employer of the Transferred Employees, excluding liabilities and obligations relating to matters arising prior to the Closing Date with respect to any Transferred Employee including accrued vacation pay to the extent (and only to the extent) such items are not included in the Closing Adjusted Working Capital; and
- (d) All other liabilities and obligations arising out of or relating to Purchaser's ownership or operation of the Business and the Purchased Assets on or after the Closing Date.

2.4 Excluded Liabilities

No liabilities of the Vendor that are not Assumed Liabilities shall be assumed by the Purchaser (the "Excluded Liabilities").

2.5 Deposit

- (a) Within one day following the execution and delivery by the Parties of this Agreement, Purchaser shall deliver the amount of \$100,000 (the "Deposit"), by wire transfer of immediately available funds to the bank account of the Vendor, it being agreed by Purchaser that time is of the essence with respect to the payment of the Deposit.
- (b) In the event that the transaction is not completed and the Purchaser is not entitled to the return of the Deposit pursuant to the last sentence of Section 5.2 or 5.3, then the Vendor shall be entitled to retain the Deposit as liquidated damages. The Parties agree that such liquidated damages are not a penalty.
- (c) Upon and subject to the occurrence of the Closing, the Deposit shall be credited to Purchaser as partial payment of the Purchase Price.

2.6 Amount and Payment of Purchase Price

- (a) Subject to the terms and conditions of this Agreement, the purchase price for the Purchased Assets is nine hundred forty thousand Canadian dollars (\$940,000.00), plus GST/HST to the extent applicable, plus the assumption of the Assumed Liabilities, and plus the Estimated Closing Adjusted Working Capital Surplus or minus the Estimated Closing Adjusted Working Capital Deficit, as applicable, as adjusted in accordance with Section 2.7 (the "Purchase Price"). The Purchase Price is to be comprised of all cash and will be paid from the Purchaser to the Vendor at Closing.
- (b) Within three (3) Business Days prior to Closing, the Vendor shall deliver to the Purchaser a certificate of an officer of the Vendor (the "Closing Certificate") certifying good faith estimates of the Closing Adjusted Working Capital (as defined below) as of the close of business on the day immediately preceding the Closing Date (the "Estimated Closing Adjusted Working Capital") and the amount by which the Estimated Closing Adjusted Working Capital exceeds C\$1.00 (the "Estimated Closing Adjusted Working Capital Surplus") or is less than C\$1.00 (the "Estimated Closing Adjusted Working Capital Deficit"), as the case may be.

2.7 Purchase Price Adjustment

- (a) Within one hundred (100) days (and no earlier than ninety (90) days) after the Closing Date, the Purchaser shall prepare and deliver to the Vendor a statement (the “**Statement**”) setting forth (i) the Adjusted Working Capital as of 12:01 a.m. ET on the Closing Date (the “**Closing Adjusted Working Capital**”) and the components and calculation of the Closing Adjusted Working Capital and the Uncollectable Accounts, and (ii) a statement setting forth the calculations of (A) the Purchase Price calculated using the Closing Adjusted Working Capital in lieu of the Estimated Closing Adjusted Working Capital and (B) the amount by which the Purchase Price as calculated pursuant to the foregoing clause (A) exceeds or is less than, as the case may be, the Purchase Price as calculated pursuant to the definition thereof (such difference, the “**Adjustment Amount**”).
- (b) After receipt of the Statement, Vendor shall have 45 days to review the Statement. During such review period, Vendor and Vendor’s accountant shall have full access to the relevant books and records of Purchaser, the personnel of, and work papers prepared by, Purchaser or Purchaser’s accountant to the extent they relate to the Statement as Vendor may reasonably request for purposes of reviewing the Statement. The Statement shall become final and binding upon the Parties on the 45th day following delivery thereof, unless Vendor gives written notice of its disagreement with the Statement in accordance with this Section 2.7 (a “**Notice of Disagreement**”) to Purchasers prior to such date. Any Notice of Disagreement shall specify in reasonable detail the nature of any disagreement so asserted including the basis of such disagreement together with the dollar amount and supporting details such as calculations and schedules. If a Notice of Disagreement is received by the Purchaser in a timely manner, then the Statement (as revised in accordance with this sentence) shall become final and binding upon the Parties on the earlier of (A) the date Parties resolve in writing any differences they have with respect to the matters specified in the Notice of Disagreement and (B) the date any disputed matters are finally resolved by the Accounting Firm. During the 30-day period following the delivery of a Notice of Disagreement, the Parties shall seek in good faith to resolve any differences that they may have with respect to the matters specified in the Notice of Disagreement. At the end of such 30-day period, if the Parties are unable to reach a resolution, the Parties shall submit to the Accounting Firm for resolution of any and all matters that were included in the Notice of Disagreement and that remain in dispute. For the avoidance of doubt, any item or amount not included in a Notice of Disagreement shall be final and binding and shall not be subject to review by the Accounting Firm.
- (c) The determinations of the Accounting Firm shall be final and binding, absent fraud, bad faith or manifest error. Judgment may be entered upon the determination of the Accounting Firm in any court having jurisdiction over the Party against which such determination is to be enforced. The fees and expenses of the Accounting Firm incurred pursuant to this Section 2.7 shall be borne by the Vendor, on the one hand, and Purchaser, on the other hand, in inverse proportion as they may prevail on matters resolved by the Accounting Firm, which proportionate allocations shall also be determined by the Accounting Firm at the time the determination of the Accounting Firm is rendered on the merits of the matters submitted.

- (d) If the Adjustment Amount is a positive number (the “**Excess Purchase Price Amount**”), Purchaser shall, within five (5) Business Days after the Statement becomes final and binding on the Parties, make payment by wire transfer in immediately available funds to the account or accounts designated in writing by Vendor in an amount equal to the Excess Purchase Price Amount. If the Adjustment Amount is a negative number (the “**Purchase Price Deficiency Amount**”), the Vendor shall, within five (5) Business Days after the Statement becomes final and binding on the Parties; make payment by wire transfer in immediately available funds to the account or accounts designated in writing by the Purchaser in amount equal to the Purchase Price Deficiency Amount. All Uncollectable Accounts shall be assigned, transferred and conveyed to the Vendor (or as it may otherwise direct), and it shall acquire the Uncollectable Accounts free and clear of any Liens, within five (5) Business Days after the Statement becomes final and binding on the Parties.

2.8 Taxes

- (a) The Vendor and the Purchaser shall jointly elect, under Subsection 167(1) of GST/HST Legislation, in connection with the purchase and sale of the Purchased Assets, so that no GST/HST will be payable in respect of the transaction contemplated by this Agreement. The Purchaser shall file that joint election with the relevant Governmental Authority in accordance with the requirements of GST/HST Legislation, and the Vendor hereby authorizes the Purchaser and its accountants to file that joint election on behalf of the Vendor. Notwithstanding such joint election, in the event it is determined by the Canada Revenue Agency that there is a liability of the Purchaser to pay, or of the Vendor to collect and remit, GST/HST payable under the GST/HST Legislation in respect of the Closing, such Taxes shall be paid by the Purchaser and the Purchaser shall indemnify and save Vendor harmless with respect to any such Taxes.
- (b) No later than five (5) days prior to Closing, the Purchaser shall deliver a statement to the Vendor allocating the Purchase Price among the Purchased Assets. The Purchaser will provide the Vendor with the opportunity to review such statement and will incorporate any reasonable comments provided by the Vendor on such statement prior to Closing (the “**Purchase Price Allocation**”). The Purchaser and the Vendor shall report the Purchase Price Allocation of the Purchase Price among the Purchased Assets in a manner consistent with the Purchase Price Allocation, and shall not take any position inconsistent therewith in the preparation of financial statements, the filing of any Tax Returns or in the course of any audit by any Governmental Authority relating to any Tax Returns.
- (c) The Parties acknowledge their intent and understanding that the conditions of subsection 56.4(7) of the Tax Act are met and, without limiting the generality of the foregoing, they agree that no part of the Purchase Price is receivable for granting the restrictive covenants (including the Non-Competition Non-Solicitation Agreement to be delivered pursuant to Section 5.4(e) referred to in this Agreement) for purposes of subsection 56.4(7) of the Tax Act, and that all such restrictive covenants contained in or executed in connection with this Agreement are integral to it and are granted to maintain and preserve the value of the Purchased Assets sold and transferred in accordance with this Agreement. The Parties further agree to do all acts and things and to file all such joint elections as are needed, and report for all purposes of the Tax Act, so as to be consistent with the foregoing and as may be necessary or desirable from time to time to give effect to the foregoing.

- (d) The Vendor and the Purchaser shall, as soon as possible after the Closing Date, jointly execute an election under section 22 of the Tax Act, and under the equivalent or corresponding provisions of any other applicable provincial or territorial Tax Legislation, with respect to the sale of the accounts receivable and shall designate therein the portion of the Purchase Price allocated to the accounts receivable as consideration paid by Purchaser for the accounts receivable. The Vendor and the Purchaser shall each file such elections forthwith after the execution thereof (and, in any event, with their respective Tax Returns for the taxation year in which Closing Date occurs).
- (e) If applicable, the Purchaser and the Vendor shall jointly execute and file an election under subsection 20(24) of the Tax Act in the manner required by subsection 20(25) of the Tax Act and under the equivalent or corresponding provisions of any other applicable provincial or territorial Tax Legislation, in the prescribed forms and within the time period permitted under the Tax Act and under the equivalent or corresponding provisions of any other applicable provincial or territorial Tax Legislation, as to such amount paid by the Vendor to the Purchaser for assuming future obligations. In this regard, the Purchaser and the Vendor acknowledge that a portion of the Purchased Assets transferred by the Vendor pursuant to this Agreement and having a value equal to the amount elected under subsection 20(24) of the Tax Act and under the equivalent or corresponding provisions of any other applicable provincial or territorial Tax Legislation, is being transferred by the Vendor as a payment for the assumption of such future obligations by the Purchaser.
- (f) Purchaser and Vendor shall also execute and deliver such other Tax elections and forms as they may mutually agree upon.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Vendor

The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on the following representations and warranties in entering into this Agreement and completing the transactions contemplated by this Agreement:

- (a) the Vendor has the corporate power, authority and capacity to own the Purchased Assets as now owned and to enter into and perform its obligations under this Agreement;
- (b) the Vendor has obtained the necessary approvals from its board of directors to sell the Purchased Assets to the Purchaser;
- (c) the Vendor is not insolvent, and no proceedings have been taken or authorized by the Vendor, or taken by any other person with respect to the bankruptcy or insolvency of the Vendor, nor, to the knowledge of the Vendor, have any such proceedings been threatened by any other person;
- (d) the Vendor is a corporation incorporated and existing under the laws of the Province of Ontario;
- (e) this Agreement has been duly and validly executed and delivered to the Purchaser and constitutes legal and valid obligations of the Vendor, enforceable against the Vendor in

accordance with the terms of this Agreement, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and to the extent that equitable remedies may be granted only in the discretion of the court from which they are sought;

- (f) the Vendor has good and marketable legal and beneficial title to all of the Purchased Assets free and clear of all Liens except the Permitted Liens;
- (g) other than as set forth in Section 3.1(g) of the Disclosure Schedules, the execution and delivery by the Vendor of this Agreement and the performance by the Vendor of the Vendor's obligations under this Agreement will not result in (i) the breach or violation or acceleration or loss of a material benefit or give any person increased, additional or accelerated rights under any terms or conditions of: (a) the constating documents or by-laws of the Vendor; (b) any applicable law, regulation or order; or (c) to the Vendor's knowledge, any Material Contract; or (ii) the creation of any Lien on any of the Purchased Assets or the Business;
- (h) no person (other than the Purchaser as specifically provided by under this Agreement) has any written or oral agreement, option, right or privilege capable of becoming an agreement or option to acquire all or any of the Purchased Assets at any time;
- (i) the Vendor has complied and complies with all applicable laws, rules and regulations in respect of the Business in any jurisdiction where the Business operates, except for any non-compliance or breach which, individually or in the aggregate, are not material;
- (j) copies of the Business' unaudited income statement for the fiscal year ended December 31, 2021 related to the Business (the "**Year-End Financial Statements**"), and unaudited income statement for the period from December 31, 2021 to September 30, 2022 related to the Business, if any (the "**Interim Financial Statements**" and together with the Year-End Financial Statements, the "**Financial Statements**") have been disclosed to the Purchaser. The Financial Statements fairly present in all material respects the sales, earnings and results of the operations of the Business for the periods indicated;
- (k) as at September 30, 2022, the Business does not have any liabilities except for (i) those liabilities set forth in Section 3.1(k) of the Disclosure Schedules; and (ii) the liabilities incurred since such date, only in the ordinary course of business of the Business consistent with past practice;
- (l) all of the accounts and notes receivable of the Business set forth in the Section 3.1(l) of Disclosure Schedules as at September 30, 2022 and all accounts and notes receivable arising subsequent to such date: (i) represent actual trade indebtedness incurred by the applicable account debtors, (ii) have arisen from bona fide transactions in the ordinary course of the business of the Business consistent with past practice and (iii) are properly reflected in Section 3.1(l) of the Disclosure Schedules in accordance with the Vendor's accounting practices;
- (m) other than as set out in Section 3.1(m) of the Disclosure Schedules, since December 31, 2021, the Vendor has operated the Business in the ordinary course of business and there has not been, with respect to the Business, any:
 - (i) Material Adverse Effect;

- (ii) amendment of the constating documents of the Vendor affecting the Business or the Purchased Assets;
 - (iii) material change in its accounting or tax methods;
 - (iv) incurrence, assumption or guarantee of any indebtedness for borrowed money or making of any loans, advances or capital contributions to, or investments in, any other person related to the Business;
 - (v) mortgage, pledge, sale or other disposition of any Purchased Assets, except for a sale or other disposition in the ordinary course of business of any assets having an aggregate value of less than one thousand dollars (\$1,000);
 - (vi) write-off as uncollectible of any accounts or notes receivable, or any portion thereof, of the Business in amounts exceeding three thousand dollars (\$3,000) in the aggregate;
 - (vii) cancellation of any indebtedness or claims or any amendment, termination or waiver of any rights of value to the Business in amounts exceeding \$3,000 individually or five thousand dollars (\$5,000) in the aggregate;
 - (viii) capital expenditures or commitments of the Vendor in connection with the Business in excess of three thousand dollars (\$5,000) in the aggregate;
 - (ix) termination, amendment, restatement, supplement or waiver of any material rights under any (i) Material Contract, including any Contracts with Employees (as defined below) or Intellectual Property; or (ii) material authorization related to the Business;
 - (x) change in connection with its accounts payable (including commissions) or accounts receivable terms, systems, policies or procedures related to the Business including: (i) delaying or postponing the payment of any accounts payable (including commissions) or (ii) accelerating the collection of or discounting any accounts receivable; or
 - (i) authorization of or entry into any contract to do any of the foregoing, or any action or omission that would result in any of the foregoing.
- (n) Section 3.1(n) of the Disclosure Schedules list each of the following Contracts to which the Vendor is a party and relate solely to the Business and the Purchased Assets (collectively, the “**Material Contracts**”), copies of which have been provided to the Purchaser:
- (i) Contracts which relate to any employees or consultants of the Vendor;
 - (ii) Contracts which provide for severance, change in control, retention or other similar payments;
 - (iii) Contracts which relate to indebtedness (including guarantees) of the Vendor;

- (iv) Contracts which relate to any sales commission or brokerage payments by or to the Vendor;
- (v) Contracts which provide for a payment, or accelerated vesting, upon the execution of this Agreement or the closing of the transactions contemplated hereby;
- (vi) Contracts which relate to obligations with any Customer or supplier of the Vendor;
- (vii) Contracts which relate to licences of intellectual property to or from the Vendor;
- (viii) Contracts which grant most favored nation pricing and/or terms to any Customer, licensee, purchaser, reseller, promoter or remarketer of any product or service offered; and
- (ix) Contracts which provide for indemnification by the Vendor or any person;

Except as disclosed in Section 3.1(n) of the Disclosure Schedules, there are no ongoing renegotiations of or, to the Vendor's knowledge, outstanding rights to renegotiate, any contractual terms or any amount to be paid or payable to or by the Vendor under any Material Contract other than with respect to non-material amounts in the ordinary course of business, and no person has made a request for such negotiations. Notwithstanding the foregoing, other than in this Section 3.1(n), the term "Material Contracts" shall not include those Contracts listed in Section 3.1(n)(vi) of the Disclosure Schedules;

- (o) each Material Contract is a legal, valid, binding obligation of, and enforceable against, the Vendor and, to the Vendor's knowledge the other parties thereto, in accordance with its terms, and is in full force and effect. The Vendor and, to the Vendor's knowledge, each counterparty that is a party to each such Material Contract are and have been in compliance in all material respects with the terms thereof, and no default or event of default by the Vendor or, to the Vendor's knowledge, any counterparty to such Material Contract, exists thereunder. No event or circumstance has occurred that (with notice or lapse of time, or both) would constitute an event of default under any Material Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any material right or obligation or the loss of any material benefit thereunder. The Vendor has not released or waived any of its rights under any Material Contract;
- (p) there are no actions, suits, investigations, arbitration proceedings or other proceedings in progress, pending or, to the knowledge of the Vendor, threatened against or affecting the Vendor's title to the Purchased Assets or which might affect adversely the ability of the Vendor to enter into this Agreement or to perform its obligations hereunder;
- (q) none of the employees of the Vendor that primarily work in the Business (collectively, the "Employees") are represented by any union or similar entity with respect to their employment by the Vendor, nor is the Vendor subject to, or negotiating any collective bargaining, labour union or similar agreement with respect to the Employees. To the knowledge of the Vendor, there are no threatened or pending organizing activities by any

union or similar entity with respect to the Employees and there have not been any such organizing activities in the past 3 years;

- (r) the Vendor has been in compliance in all material respects with all laws respecting labour relations, employment and employment practices with respect to the Employees, including laws respecting labour relations, labour practices, employment standards, terms and conditions of employment, wages, vacation pay, public holiday pay, overtime pay, termination pay, severance pay, hours of work, employment standards, occupational health and safety, health standards, immigration, visas, work status, pay equity, workplace safety and insurance and termination of employment;
- (s) Section 3.1(s) of the Disclosure Schedules provide a complete and accurate list of all Employees, their respective names and positions, location of employment, their status (full time, part-time, temporary), whether they are overtime eligible, dates of hire with the Vendor or any predecessors of the Vendor, current salaries, bonuses, benefits and other remunerations and indicates which Employees are parties to a written or oral agreement with the Vendor (including confidentiality and non-competition agreements) and which Employees are on a leave of absence (and if so, the reasons for such absence and their anticipated return date) (the "**Employee List**"). Except as set forth in the Disclosure Schedules, the Vendor is not a party to any agreements with past or present employees, agents or independent contractors in connection with the Business. All written employment contracts with employees are described in the Employee List and full and complete copies of such employment contracts have been provided to the Purchaser;
- (t) all vacation pay, bonuses, commissions and other emoluments relating to the Employees are accurately reflected in all respects and have been accrued in the Financial Statements;
- (u) the Vendor has not been engaged or involved in any claim, suit, investigation, action, charge, or proceeding (whether arising under contract, common law or statute or in equity) with any Employee, any dependent thereof or any Governmental Authority and, to the knowledge of the Vendor, no such dispute, claim, suit, investigation or proceeding is threatened or anticipated against the Vendor with respect to the Employees;
- (v) except as contemplated by this Agreement, to the knowledge of the Vendor, no Employee (i) intends to terminate his or her employment or service with the Vendor, or (ii) has received an offer to join a business that may be competitive with the Business;
- (w) other than as set forth in Schedule 3.1(w) of the Disclosure Schedules, the Vendor has not applied for, or received any business support measures or government programs (including without limitation any supplemental employment plan or wage subsidy program) with any Government authority as a result of the COVID-19 pandemic for any Employee;
- (x) there are no outstanding assessments, penalties, fines, liens, charges, surcharges, or other amounts due or owing pursuant to any workplace safety and insurance legislation in respect of the Business and the Vendor has not been reassessed in any material respect under such legislation during the past three (3) years and, to the knowledge of the Vendor, no audit of the Business is currently being performed pursuant to any applicable workplace safety and insurance legislation. There are no Employees currently off on workplace safety and insurance board ("**WSIB**") approved leave nor are there otherwise any Employees of the vendor with active/current WSIB claims. To the knowledge of the Vendor, there are no incidents or accidents involving an Employee that occurred within the last six (6) months

that may give rise to a WSIB claim. The Vendor is not involved in or aware of any ongoing WSIB claims or Workplace Safety and Insurance Appeals Tribunal appeals involving the Vendor and any Employee;

- (y) section 3.1(y) of the Disclosure Schedules set forth a complete list of the benefit plans and agreements related to the Employees;
- (z) section 3.1(z) of the Disclosure Schedules set forth a true and complete list of all insurance policies covering the Purchased Assets or related to the Business;
- (aa) section 3.1(aa) of the Disclosure Schedules set forth a complete list of: (i) any and all intellectual property rights owned by, or exclusively licensed to, or purported to be owned by, or exclusively licensed to, the Vendor related to the Business; and (ii) all intellectual property rights used or held for use in the conduct of the Business that are not owned by the Vendor;
- (bb) the Vendor owns, directly and exclusively, all right, title and interest in and to all Intellectual Property, with a good and marketable title, free and clear of all Liens, encumbrances or any other rights of others;
- (cc) to the knowledge of the Vendor, the Vendor has not, during the past two years, except in the ordinary course of business in connection with the distribution of its products and licences to end users: (i) transferred, conveyed, sold, assigned, pledged, mortgaged or granted a security interest in any Intellectual Property owned by the Vendor to any third party; (ii) entered into any licence, franchise or other agreement with respect to any Intellectual Property owned by the Vendor with any third person; or (iii) otherwise encumbered any of the Intellectual Property;
- (dd) to the knowledge of the Vendor, the Intellectual Property does not conflict with, misappropriate or infringe upon or otherwise violate any intellectual property rights of any third party. There are no unresolved, pending or, to the knowledge of the Vendor, threatened claims that allege that the Vendor has infringed or misappropriated the intellectual property rights of any third party in the course of its use of the Intellectual Property;
- (ee) to the Vendor's knowledge, none of the Intellectual Property as currently used in the Business contains any bug, defect or error that adversely affects in any material respect the use, functionality or performance of such Intellectual Property or any product or system containing or used in conjunction with such Intellectual Property;
- (ff) there are no required licences or authorizations to operate the Business;
- (gg) Section 3.1(gg) of the Disclosure Schedules set forth a true and complete aged list of all accounts receivable and accounts payable of the Business, in each case as of September 30, 2022. The accounts receivable set forth in Section 3.1(gg) of the Disclosure Schedules and all receivables acquired or generated by the Business since such date are *bona fide* receivables and represent amounts due with respect to actual arm's length transactions entered into in the ordinary course of business consistent with past practice. No such receivable has been assigned or pledged to any other person and no defense of set-off or similar right to any such receivable has been asserted by the account obligor;

- (hh) Section 3.1(hh) of the Disclosure Schedules set forth a true and complete description of each supplier and customer accounting for more than five percent (5%) of the consolidated purchases and sales, as the case may be, of the Business for each of (a) the last two (2) complete fiscal years, and (b) the year to date to September 30, 2022, and the amounts of such purchases and sales. The relationships of the Vendor with each such supplier and customer are good commercial working relationships, and other than as set forth in Section 3.1(hh) of the Disclosure Schedules, no such supplier or customer has cancelled or otherwise terminated, or threatened to cancel or otherwise terminate, its relationship with the Vendor or the Business. The Vendor has not received any notice that any such supplier or customer may cancel or otherwise materially and adversely modify its relationship with the Vendor or the Business or limit its services, supplies or materials to the Vendor or Business, or its usage or purchase of the services and products of the Vendor and the Business either as a result of the transactions contemplated hereby or otherwise;
- (ii) the Vendor has duly filed in the prescribed manner and within the prescribed time all material Tax Returns required to be filed by it in connection with the Business and the Purchased Assets and such Tax Returns are correct and complete and the Vendor has made complete and accurate disclosure in those Tax Returns, except in respect of a particular Tax Return to the extent that it may have been modified in a subsequent Tax Return. The Vendor has paid all material Taxes due and payable in connection with the Business and the Purchased Assets, including all Taxes shown on those Tax Returns as being due and payable, and all Taxes payable under any assessment or reassessment;
- (jj) other than as set forth in Section 3.1(jj) of the Disclosure Schedules, to the knowledge of the Vendor, there are no legal proceedings, assessments, reassessments or requests for information outstanding or threatened against the Vendor with respect to Taxes in respect of the Business or that could result in a Lien on the Purchased Assets, and to the knowledge of the Vendor, there are no matters under discussion, audit or appeal with any Governmental Authority relating to Taxes;
- (kk) there are no Liens on any of the Purchased Assets that arose in connection with any failure to pay any Tax and to the knowledge of the Vendor, no claim or proceeding is pending or has been threatened in respect of any Taxes which, if adversely determined, would result in any such Lien;
- (ll) neither the Vendor, nor any of its officers, directors or affiliates has employed any investment banker, financial advisor, broker or finder in connection with the transactions contemplated in this Agreement;
- (mm) the Purchased Assets do not constitute a cultural business as defined in the *Investment Canada Act* (Canada);
- (nn) the Vendor is registered for purposes of the GST/HST Legislation and its registration number is: [Redacted – Commercially Sensitive Information];
- (oo) the Vendor has complied with all registration, reporting, collection and remittance requirements under the GST/HST Legislation and under all other federal or provincial Tax Legislation regarding sales or transfers taxes, including GST/HST and provincial or territorial sales taxes;
- (pp) the Vendor is not a non-resident of Canada within the meaning of the Tax Act;

- (qq) [Redacted – Commercially Sensitive Information]; and
- (rr) Section 3.1(rr) of the Disclosure Schedules sets forth an initial list that contains, to the Vendor's knowledge, details of (A) the server, application, and hosting service for each of the user facing sites and the supporting service sites that are included in the Purchased Assets, and (B) a list of the material feeds used by each of the user facing sites that are included in the Purchased Assets. The Vendor shall deliver an updated version of this list to the Purchaser on the Closing Date.

The Vendor makes no representation or warranty with respect to the Purchased Assets, express or implied, beyond those expressly made in Section 3.1 hereof, including any implied representation or warranty as to the condition, merchantability, suitability or fitness for a particular purpose of all or any of the Purchased Assets. Notwithstanding the foregoing, all representations or warranties not expressly set forth in this Agreement are hereby disclaimed, and the Purchaser acknowledges that it is not relying on any representation or warranty of the Vendor not expressly set forth in this Agreement.

3.2 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Vendor as follows and hereby acknowledges that the Vendor is relying on the following representations and warranties in entering into this Agreement and completing the transactions contemplated by it:

- (a) the Purchaser is a corporation incorporated and existing under the laws of Canada;
- (b) the Purchaser has the corporate power, authority and capacity to enter into and perform its obligations under this Agreement;
- (c) this Agreement has been duly and validly executed and delivered by the Purchaser and constitutes legal and valid obligations of the Purchaser, enforceable against the Purchaser in accordance with the terms of this Agreement, except as enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and to the extent that equitable remedies may be granted only in the discretion of the court from which they are sought;
- (d) the execution and delivery by the Purchaser of this Agreement and the performance by the Purchaser of its obligations under this Agreement will not result in the breach or violation or acceleration or loss of a material benefit or give any person increased, additional or accelerated rights under any terms or conditions of: (i) the constating documents or by-laws of the Purchaser; or (ii) any applicable law, regulation or order;
- (e) no proceedings have been taken or authorized by the Purchaser, or taken by any other person with respect to the bankruptcy or insolvency of the Purchaser, nor, to the knowledge of the Purchaser, have any such proceedings been threatened by any other person;
- (f) there are no actions, suits, investigations, arbitration proceedings or other proceedings in progress, pending or, to the knowledge of the Purchaser, threatened against or which might affect adversely the ability of the Purchaser to enter into this Agreement or to perform its obligations hereunder;

- (g) neither the Purchaser, nor any of its officers, directors or affiliates has employed any investment banker, financial advisor, broker or finder in connection with the transactions contemplated in this Agreement; and
- (h) the Purchaser is registered for purposes of the GST/HST Legislation and its registration number is: *[Redacted – Commercially Sensitive Information]*.

The Purchaser makes no representation or warranty, express or implied, beyond those expressly made in Section 3.2. All representations or warranties not expressly set forth in this Agreement are hereby disclaimed, and the Vendor acknowledges that the Vendor is not relying on any representation or warranty of the Purchaser not expressly set forth in this Agreement.

ARTICLE 4

COVENANTS OF THE PARTIES

4.1 Conduct of Business Before the Closing

- (a) During the Interim Period, except as otherwise provided in this Agreement or consented to in writing by Purchaser (which consent shall not be unreasonably withheld or delayed), Vendor shall conduct the Business in the ordinary course of business, consistent with past custom and practice, taking into account the facts and circumstances from time to time, and, for greater certainty, the Vendor shall not permit, with respect to the Business, the occurrence of any event set forth in Section 3.1(m), without the consent of Purchaser (which consent shall not be unreasonably withheld or delayed).
- (b) *[Redacted – Commercially Sensitive Information]*.

4.2 Closing Conditions

From the date hereof until the Closing, each party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions set forth in Section 5.2 and Section 5.3.

4.3 Confidentiality

- (a) The Receiving Party shall treat confidentially and not disclose, and shall cause all of its Representatives to treat confidentially and not disclose, other than as expressly contemplated by this Agreement, any Confidential Information of the Disclosing Party;
- (b) A Receiving Party may disclose Confidential Information only to those of its Representatives who “need to know” such Confidential Information for the purpose of implementing the transaction contemplated by this Agreement. Notwithstanding the foregoing, no Receiving Party shall use, nor permit its Representatives to use, Confidential Information for any other purpose other than for the purpose of implementing the transaction contemplated by this Agreement nor in any way that is, directly or indirectly, detrimental to the Disclosing Party;
- (c) After the Closing, the Purchaser shall not, and shall cause the Representatives of the Purchaser to not, use or disclose information about identifiable individuals, as defined in applicable laws in relating to privacy, other than for the purpose of carrying on the Business and the commercial use of the Purchased Assets or for purposes other than those for which such information was collected by the Vendor, except with the consent

of the individuals to whom such information relates or as otherwise required by applicable law. If either Party terminates this Agreement as provided herein, the Parties shall promptly deliver to each other all information about identifiable individuals, as defined in applicable laws relating to privacy, in their respective possession or in the possession of all of their respective Representatives, including all copies, reproductions, summaries or extracts thereof without limitation or delay;

- (d) All public notices to third parties and all other publicity concerning the transactions contemplated hereunder shall be jointly planned and coordinated by the Parties and neither Party shall act unilaterally in this regard without the prior consent of the other Party, such consent is not to be unreasonably withheld. Notwithstanding this Section 4.1, the Purchaser shall be permitted but not obligated to issue press releases in connection with the transactions contemplated hereunder and to file a redacted copy of this Agreement on SEDAR to comply with its timely disclosure requirements under the policies of the Canadian Securities Exchange and the Canadian securities laws that it is subject to without the consent of the Vendor.

4.4 Employment Matters

- (a) Effective as of the Closing Date and conditional on Closing, Purchaser shall offer employment to all Employees on such terms and conditions which are equal to or greater than the terms and conditions that apply to the Employees immediately prior to the Closing Date, and including recognition of service with Vendor. Employees who accept Purchaser's offer of employment and become employees of the Purchaser shall be referred to herein as the "**Transferred Employees.**" Nothing herein shall confer any right to be employed by Purchaser for any specified period of time following the Closing Date or in any way limit the right of Purchaser to change the terms of employment or terminate employment of any Transferred Employee at any time following the Closing Date for any reason (or no reason). The Vendor agrees that the Purchaser shall have no liabilities whatsoever with respect to any Employee who is offered employment but who does not become a Transferred Employee, and the Vendor shall retain, bear and discharge all liabilities with respect to all Employees who do not become Transferred Employees. Purchaser agrees that the Vendor shall have no liability whatsoever with respect to any Transferred Employees arising following the Closing Date and Purchaser shall bear and discharge all liabilities with respect to Transferred Employees arising following the Closing Date, provided that Vendor will retain, bear and discharge all liabilities with respect to Transferred Employees relating exclusively to all matters arising on or prior to the Closing Date (excluding, for certainty, accrued entitlements other than accrued vacation pay resulting from a recognition of a Transferred Employee's service with the Vendor by the Purchaser);
- (b) Purchaser shall have no Liability whatsoever and the Vendor shall retain, bear and discharge all liabilities relating to workplace safety and insurance claims made by (i) any Transferred Employee filed or presented before the Closing Date, and (ii) any Employee who does not become a Transferred Employee;
- (c) Purchaser shall bear and discharge all obligations and liabilities accrued on and after the Closing Time whether arising by contract or under any applicable law including wages, bonuses, commissions, vacation pay, severance pay, termination pay, notice of termination of employment or pay in lieu of such notice, damages for wrongful dismissal

and other employee benefits and claims in respect of all Transferred Employees. The Purchaser shall be responsible for the employment-related obligations with respect to Transferred Employees as of the Closing Time, including compensation for services performed for the Purchaser from and after the Closing Time (and related employment and withholding taxes), benefits accrued under any Purchaser-sponsored plan or arrangement of Purchaser covering the Transferred Employees from and after the Closing Time and workplace safety and insurance benefits with respect to injuries or incidents occurring from and after the Closing Time. Except as specifically provided for in this Section 4.2, the Purchaser will have no liability or obligation in connection with the Vendor's employees, including the Employees, Transferred Employees, and former employees and their beneficiaries, for claims arising on and prior to Closing that relate to (i) contributions to or payments under any benefit plans or any other programs, arrangements or understandings, (ii) accrued, but unused, sick leave, vacation pay (other than accrued vacation pay resulting from a recognition of a Transferred Employee's service with the Vendor by the Purchaser), severance pay, termination pay, notice of termination or pay in lieu of notice, or damages for wrongful dismissal, (iii) liabilities or obligations under any option plan or option agreement or other equity or equity-related compensation, or (iv) claims, demands, administrative proceedings or suits arising out of or in connection with unlawful employment practices of the Vendor;

- (d) Vendor hereby acknowledges and agrees that the Transferred Employees shall not be prohibited or restricted from working for the Purchaser, and the Vendor hereby irrevocably and unconditionally waives and agrees not to assert any and all rights or claims the Vendor may have under any employment, confidentiality or restrictive covenant agreement between the Vendor and the Transferred Employee as it relates to solely to the Business with respect to any such Transferred Employee's post-Closing employment with the Purchaser; and
- (e) Vendor shall provide promptly to the Purchaser, at the Purchaser's request, any information or copies of personnel records (including addresses, dates of birth, dates of hire and dependent information) relating to the Transferred Employees or relating to the service of Transferred Employees with the Vendor prior to the Closing Date. The Parties shall each cooperate with the other and shall provide to the other such documentation, information and assistance as is reasonably necessary to effect the provisions of this Section 4.4.

4.5 Post-Closing Covenants

- (a) The Vendor shall promptly forward to the Purchaser all monies, cheques or other such financial instruments sent by a Customer to the Vendor after Closing and subsequently collected by the Vendor on behalf of the Purchaser pursuant to the transactions contemplated hereunder. For greater certainty, no account receivables (which existed prior to Closing), or billings for products delivered or services provided during periods prior to Closing, and any taxes related thereto, that are not included in the Transferred Current Assets shall be forwarded by the Vendor to the Purchaser and any such amounts, regardless of the dollar value of such amounts, received by the Purchaser shall be held in trust for the Vendor and forthwith paid to the Vendor;
- (b) Upon the Closing, the Purchaser shall assume full responsibility for the AWS Account and will (i) immediately replace the Vendor's contact details and payment details with those

- of the Purchaser, and (ii) as soon as reasonably practicable, take all such other actions as required to transfer ownership of the AWS Account;
- (c) Following the Closing, each of the Parties hereto shall, and shall cause their respective affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement;
 - (d) If required by the Purchaser under applicable law the Purchaser and the Vendor will cooperate with the Purchaser's preparation of a business acquisition report ("**BAR**") related to the purchase of the Purchased Assets as may be required under National Instrument 51-102 – *Continuous Disclosure Obligations* ("**NI 51-102**") (or such other instrument which incorporates the BAR requirements of NI 51-102). For certainty, such cooperation shall include, but is not limited to, affording the Purchaser and its officers, directors, employees, agents and advisors with such access to the books and records of the Vendor as it relates to the Business and other financial, legal, or tax materials as may be reasonably requested by the Purchaser for use by it in connection with the preparation of such BAR. For certainty, the provisions of this Section 4.5(d) shall continue until such time as the disclosure of the Purchaser contemplated by this Section 4.5(d) has been filed on SEDAR. Notwithstanding the foregoing, the Vendor shall not be required to pay or reimburse the Purchaser for any costs, expenses or disbursements owed to a third-party consultant, accountant or auditor in connection with its cooperation under this Section 4.5(d);
 - (e) As part of the Transitional Services, the Vendor shall: (i) for the period of 120 days after Closing, use commercially reasonable efforts to refer to the Purchaser all inquiries relating to the Business; (ii) for the period of 120 days after Closing, use commercially reasonable efforts to maintain hyperlinks to [*Redacted – Commercially Sensitive Information*] that exist on any websites of the Vendor and its affiliates on the Closing Date; (iii) deliver to the Purchaser: (A) as soon as reasonably practicable, any mail, packages and other communications addressed to the Vendor relating to the Business, exclusive of any of the foregoing that relate to the Excluded Assets, the Excluded Liabilities or to any of the Vendor's compliance with applicable law; and (B) within ten (10) Business Days of the Vendor's receipt thereof, any cash or other property that the Vendor receives and that properly belongs to the Purchaser; and (iv) for a period not to exceed 30 days after Closing, host and operate [*Redacted – Commercially Sensitive Information*] until such time as the Purchaser confirms that [*Redacted – Commercially Sensitive Information*] has become operational on the Purchaser's servers;
 - (f) The Purchaser agrees that from the Closing Date until the date that is ninety (90) days after the Closing Date,
 - (i) it shall use its commercially reasonable efforts to collect any uncollected receivables (the "**Closing AR**") that were outstanding as at 12:01 pm ET on the Closing Date, provided that such efforts shall not require the Purchaser to retain the services of any third party or incur any out-of-pocket expenses in connection with such collection (unless with the prior written consent of the Vendor); and
 - (ii) it shall not, and shall cause the Business to not, grant any credit notes, rebates, cash discounts or other allowances claimed with respect to the Closing AR prior to

the date title to the Uncollectable Accounts is assigned to the Vendor pursuant to Subsection 2.7(d) without the prior written consent of the Vendor; and

(g) Transitional Services:

- (i) For a period of sixty (60) days from the Closing Date, the Vendor covenants to use commercially reasonable efforts to provide the Purchaser with assistance reasonably requested as it may relate to the Business up to a maximum of 75 hours, including without limitation: (i) the integration of the Purchased Assets, including the Intellectual Property, to the Purchaser's business; (ii) the integration of Customers to the Purchaser's business; and (iii) the maintenance of relationships with the Customers; provided, however that any such Transitional Services do not require the Vendor to retain the services of any third party or incur any out-of-pocket expenses or costs (collectively, the "**Transitional Services**").
- (ii) Purchaser will cooperate with the Vendor to provide the Transitional Services in all matters relating to the provision and receipt of the Transitional Services. Purchaser will cooperate with and allow the Vendor to make efforts to collect any outstanding Closing AR. Purchaser shall grant access, or cause access to be granted, to Vendor to all documentation and information necessary in order for Vendor to provide the Transitional Services and make efforts to collect any outstanding Closing AR.
- (iii) Vendor makes no representations, warranties or conditions of any kind, implied or expressed, with respect to the Transitional Services, including, without limitation, no conditions or warranties of merchantability or fitness for a particular purpose, which are specifically disclaimed. Purchaser acknowledges and agrees that this Agreement does not create a fiduciary relationship, partnership, joint venture or relationship of trust or agency between the parties and that all Transitional Services are provided by Vendor as an independent contractor.
- (iv) To the extent additional services (x) in excess of 75 hours, or (y) that require the Vendor to retain the services of any third party or incur any out-of-pocket expenses or costs are requested by the Purchaser (collectively, the "**Additional Services**"), the Purchaser and the Vendor shall negotiate, in good faith, the terms of the provision of such Additional Services by the Vendor, including the reimbursement of any (A) out-of-pocket expenses in the provision of any such Additional Services, including, without limitation, license fees and payments to third-party service providers or subcontractors, and (B) internal soft costs incurred by the Vendor. If any Additional Services are provided by Vendor, Vendor shall provide Purchaser with monthly invoices (the "**Invoices**"), which shall set forth in reasonable detail, with such supporting documentation as Purchaser may reasonably request with respect to the amounts payable under this Agreement for the Additional Services. Payment shall be made within two (2) days after the receipt of an Invoice by Purchaser from Vendor.

ARTICLE 5

CLOSING ARRANGEMENTS

5.1 Date, Place and Time of Closing

The closing of the purchase and sale of the Purchased Assets will take place at 9:00 a.m. ET (the "Closing Time") on the Closing Date, electronically.

5.2 Conditions to Closing in Favour of Purchaser

The obligation of Purchaser to consummate the transaction is subject to the satisfaction or waiver in writing of the following conditions as of the Closing Date:

- (a) The representations and warranties of Vendor set out in Section 3.1 shall be true and correct in all material respects as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all material respects as of that specified date and except those representations that are qualified by materiality, which shall be true and correct in all respects);
- (b) Vendor shall have performed in all material respects all of the covenants and agreements required to be performed by Vendor under this Agreement at or prior to the Closing;
- (c) there shall not be any actual injunction, judgment, order, decree, ruling or charge issued by any Governmental Authority against any Party or any of its Affiliates in effect preventing consummation of the transaction;
- (d) Vendor's closing deliveries shall have been made, on or before the Closing Date, as required by Section 5.4.

If the Closing occurs, all conditions set forth in this Section 5.2 that are to be satisfied by Closing (or by such earlier time and date as is specified herein for the satisfaction thereof) and that have not been fully satisfied as of the Closing shall be deemed to have been fully and irrevocably waived by Purchaser. If any of the foregoing conditions is not satisfied or waived by or on the Closing Date (or by such earlier time and date as is specified herein for the satisfaction thereof) and Purchaser is not in default hereunder, Purchaser may notify Vendor in writing of such non-satisfaction, in which case this Agreement shall be terminated and, unless such condition(s) was/were not able to be satisfied as a result of the default of Purchaser, the Deposit shall be returned to Purchaser.

5.3 Conditions to Closing in Favour of Vendor

The obligation of Vendor to consummate the transaction is subject to the satisfaction or waiver in writing of the following conditions as of the Closing Date:

- (a) The representations and warranties of Purchaser set out in Section 3.2 shall be true and correct in all material respects as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all material respects as of that specified date and except those representations that are qualified by materiality, which shall be true and correct in all respects);

- (b) Purchaser shall have performed in all material respects all of the covenants and agreements required to be performed by Purchaser under this Agreement at or prior to the Closing;
- (c) there shall not be any actual injunction, judgment, order, decree, ruling or charge issued by any Governmental Authority against any Party or any of its Affiliates in effect preventing consummation of the transaction;
- (d) Purchaser's closing deliveries shall have been made, on or before the Closing Date, as required by Section 5.4.

If the Closing occurs, all conditions set forth in this Section 5.3 that are to be satisfied by Closing (or by such earlier time and date as is specified herein for the satisfaction thereof) and that have not been fully satisfied as of the Closing shall be deemed to have been fully and irrevocably waived by Vendor. If any of the foregoing conditions is not satisfied or waived by or on the Closing Date (or by such earlier time and date as is specified herein for the satisfaction thereof) and Vendor is not in default hereunder, Vendor may notify Purchaser in writing of such non-satisfaction, in which case this Agreement shall be terminated and, unless such condition(s) was/were not able to be satisfied as a result of the default of Vendor, the Deposit shall be retained by the Vendor.

5.4 Payments and Deliveries at Closing

At the Closing Time:

- (a) the Purchaser shall deliver to the Vendor the Purchase Price via wire transfer or any other reasonable means which the Parties hereto may from time to time agree;
- (b) the Vendor shall deliver to the Purchaser the following in form and substance satisfactory to the Purchaser, acting reasonably:
 - (i) certified copies of (i) the articles and by-laws of the Vendor, and (ii) resolutions of the board of directors authorizing the execution of the Agreement;
 - (ii) duly executed assignments and other good and sufficient instruments of conveyance and transfer, as are effective to vest the Purchaser with full, complete and marketable right, title and interest in and to the Purchased Assets, free and clear of all Liens except for Permitted Liens;
 - (iii) an assignment and assumption agreement for the Intellectual Property;
 - (iv) duly executed assignments and other documents, as are effective to vest the Purchaser with the Assumed Liabilities; and
 - (v) Purchaser shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Vendor, confirming that each of the conditions set forth in Section 5.2(a) and Section 5.2(b) have been satisfied.
- (c) the Vendor shall deliver to the Purchaser all authorization codes to effect the transfer of all domains, subdomains, and websites, including all Uniform Resource Locators that are included in the Purchased Assets;
- (d) the Vendor and the Purchaser shall have executed and delivered the tax elections set out in Section 2.8;

- (e) the Vendor and the Purchaser shall have executed and delivered the Non-Competition Non-Solicitation Agreement dated and made effective as of Closing, the form and terms of which are attached to this Agreement as Exhibit "B" – Non-Competition Non-Solicitation Agreement;
- (f) the Purchaser shall deliver to the Vendor the following in form and substance satisfactory to the Vendor, acting reasonably:
 - (i) certified copies of (i) the articles and by-laws of the Purchaser, and (ii) resolutions of the board of directors of the Purchaser authorizing the entering into and completion of the transactions contemplated by this Agreement;
 - (ii) duly executed copies of the assignment and assumption agreements referred to in Section 5.4(b)(iii) and (iv); and
 - (iii) Vendor shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Purchaser, confirming that each of the conditions set forth in Section 5.3(a) and Section 5.3(b) have been satisfied.

ARTICLE 6

SURVIVAL AND INDEMNIFICATION

6.1 Survival of Representations, Warranties and Covenants

- (a) The representations and warranties of each Party contained in this Agreement will not merge on and will survive Closing for a period of eighteen months (18) months from Closing, provided that the Fundamental Purchaser Representations and the Fundamental Vendor Representations shall survive for seven (7) years following Closing and such representations and warranties of the Vendor in Sections 3.1(ii), 3.1(jj), 3.1(kk) and 3.1(oo) shall survive for a period ending ninety (90) days after the expiry of the last applicable limitation period under any applicable Tax Legislation, including any extensions thereof.
- (b) The covenants of each Party contained in this Agreement shall terminate and expire in accordance with their terms.

6.2 Indemnification by the Vendor

- (a) Subject to Sections 6.1 and 6.5, the Vendor shall indemnify and save the Purchaser, its affiliates and subsidiaries and their respective directors, officers and agents, fully harmless against, and will timely reimburse the Purchaser for, any Damages suffered by or asserted against the Vendor, directly or indirectly, arising from, in connection with, or related to:
 - (i) any incorrectness in or breach of any representation or warranty of the Vendor contained in this Agreement;
 - (ii) any breach or non-fulfilment of any covenant or obligation on the part of the Vendor contained in this Agreement; and
 - (iii) any liabilities, debts and obligations of the Vendors not forming part of the Assumed Liabilities.

6.3 Indemnification by the Purchaser

- (a) Subject to Sections 6.1 and 6.5, the Purchaser shall indemnify and save the Vendor, its affiliates and subsidiaries and their respective directors, officers and agents, fully harmless against, and will timely reimburse the Vendor for, any Damages (as defined in Section 6.4) suffered by or asserted against the Purchaser arising from, in connection with or related to:
 - (i) any incorrectness in or breach of any representation or warranty of the Purchaser contained in this Agreement;
 - (ii) any breach or non-fulfilment of any covenant or obligation on the part of the Purchaser contained in this Agreement; and
 - (iii) the Assumed Liabilities.

6.4 Recoverable Damages

For the purposes of this Article 6, “**Damages**” means any documented, direct, out-of-pocket costs, losses, liabilities, claims, debts, charges, fines, penalties or expenses, including the fees and expenses of any legal proceeding, settlement or compromise (including reasonable costs, fees and expenses of legal counsel and accountants), but excluding any contingent liability until it becomes actual and excluding incidental, consequential, special, aggravated, exemplary or punitive damages or any loss of profits or loss or diminution of revenue.

6.5 Limitations on Amount of Indemnification

- (a) No claim shall be made under Section 6.2(a)(i) or Section 6.3(a)(i) unless, and only to the extent that, the cumulative amount of Damages incurred by the Party seeking indemnity exceeds \$25,000, provided that the limitations set forth in this Section 6.5(a) shall not apply to claims for indemnification arising out of a breach of the Fundamental Purchaser Representations, the Fundamental Vendor Representations or representations and warranties of the Vendor relating to Taxes.
- (b) The maximum aggregate liability of the Vendor under this Agreement for Damages suffered by the Purchaser is limited to \$190,000 unless such damages arise from fraud or wilful misconduct by the Vendor, in which case the Vendor shall be liable for all Damages on such liability incurred by the Purchaser, acting reasonably, provided that the limitation set forth in this Section 6.5(b) shall not apply to any claim for indemnification arising out of intentional misrepresentation or the fraudulent conduct of the indemnifying party or a breach of the Fundamental Purchaser Representations.
- (c) The maximum aggregate liability of the Purchaser under this Agreement for Damages suffered by the Vendor is limited to \$190,000 unless such damages arise from fraud or wilful misconduct by the Purchaser, in which case the Purchaser shall be liable for all Damages on such liability incurred by the Vendor, acting reasonably, provided that the limitation set forth in this Section 6.5(c) shall not apply to any claim for indemnification arising out of intentional misrepresentation or the fraudulent conduct of the indemnifying party or a breach of the Fundamental Vendor Representations.

- (d) For greater certainty, no Damages may be claimed under this Article 6 by any Indemnifier (as defined below) to the extent that such Damages are included in the calculation of any adjustment to the Purchase Price under Section 2.7.

6.6 Payment of Damages Claims

Any Damages that are agreed to in writing by the Parties to be payable by the Vendor to the Purchaser under this Agreement or any Damages that have been awarded to the Purchaser by any court of competent jurisdiction or arbitration, as applicable, as so provided under this Agreement, from which no appeal is possible, shall be paid to the Purchaser by way of wire transfer or via any other means as the Parties, acting reasonably, may from time to time agree.

6.7 Mitigation

If either Party becomes aware of any incorrectness in or breach of any representation or warranty or any breach of any covenant or agreement contained in this Agreement, that Party shall have the duty to exercise commercially reasonable efforts to attempt, in consultation with the other Party, to mitigate any Damages which that non-breaching Party could suffer or incur by reason of the breach of any representation, warranty, agreement or covenant of such breaching Party under this Agreement.

6.8 Notice of Claim for Damages

- (a) If any Damages are suffered by or asserted against a Party, that Party (the “**Indemnified Person**”) shall promptly notify the other Party (the “**Indemnifier**”) in writing of that claim for Damages (the “**Notice of Damages**”). Such Notice of Damages will describe the claim (in detail) and indicate, if reasonably practicable, the nature and amount of the potential Damages arising therefrom. Any such Notice of Damages delivered to an Indemnifier, in accordance with this Section 6.8(a), will constitute assertion of a claim for indemnification against the Indemnifier under this Article 6.
- (b) Upon receipt of a notice of claim under Section 6.8(a), the Indemnifier will then have a period of sixty (60) calendar days within which to respond (the “**Response Period**”), in writing, to the claim for damages as expressly stated on the Notice for Damages. During such sixty (60) day period, the Indemnified Person shall make available to the Indemnifier the information relied upon by the Indemnified Person to substantiate the Indemnified Person’s right to be indemnified, together with all other information as may be reasonably requested by the Indemnifier. If the Indemnifier, in its sole discretion, does not respond, in writing, to the Indemnified Person prior to the expiry of the sixty (60) day Response Period, the Indemnifier will be deemed to have accepted such claim for Damages and the Indemnified Person may pursue all and any remedies available to it in equity and/or at law.
- (c) Failure by an Indemnified Person to give timely notice of any claim for Damages, regardless of the dollar value of such claim, will not and does not relieve an Indemnifier from the obligation to indemnify the Indemnified Person unless the Indemnified Person gives notice after the expiration of the limitation period under Section 6.1, or unless to the extent that the Indemnifier forfeits rights or defences by reason of such delay.

6.9 Third Party Claims for Damages

- (a) If a claim notice is delivered in accordance with Section 6.8 in respect of a claim being made against the Indemnified Person by a third-party (a “**Third Party Claim**”), the Indemnifier

shall have the right, at the Indemnifier's expense, to assume control of the negotiation, settlement or defence of the Third Party Claim, upon acknowledging in writing, responsibility for, and agreeing to indemnify the Indemnified Person in respect of, the Third Party Claim.

- (b) If the Indemnifier elects to assume control as contemplated in Section 6.9(a), the Indemnifier shall reimburse the Indemnified Person for all the Indemnified Person's reasonable and documented out-of-pocket expenses incurred as a result of such assumption. The Indemnified Person shall continue to have the right to participate in the negotiation, settlement or defense of such Third Party Claim and to retain counsel to act on the Indemnified Person's behalf, provided that the fees and disbursements of such counsel shall be paid by the Indemnified Person unless the Indemnifier consents to the retention of such counsel at its expense or unless the named parties to any action or proceeding include both the Indemnifier and the Indemnified Person and a representation of both the Indemnifier and the Indemnified Person by the same counsel would be inappropriate due to the actual or potential differing interests between them (such as the availability of different defenses), in which case, the fees and disbursements of such counsel shall be paid by the Indemnifier. The Indemnified Person shall co-operate with the Indemnifier so as to permit the Indemnifier to conduct such negotiation, settlement and defense and for this purpose shall preserve all relevant documents in relation to the Third Party Claim, allow the Indemnifier access on reasonable notice to inspect and take copies of all such documents and require its personnel to provide such statements as the Indemnifier may reasonably require and to attend and give evidence at any trial or hearing in respect of the Third Party Claim.
- (c) If the Indemnifier fails to assume control of the defense of any Third Party Claim after having received Notice thereof, as so prescribed herein, from the Indemnified Person and a reasonable opportunity to address the concerns raised in such Notice, the Indemnified Person shall have the exclusive right, acting reasonably, to contest, settle or pay the amount claimed and the Indemnifier shall be bound by the results obtained by the Indemnified Person with respect to such Third Party Claim. Whether or not the Indemnifier assumes control of the negotiation, settlement or defense of any Third Party Claim, the Indemnifier shall not settle any Third Party Claim without the written consent of the Indemnified Person, which consent shall not be unreasonably withheld or delayed.

6.10 Exclusive Remedies

The Parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than claims arising from fraud or wilful misconduct on the part of a Party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be under the indemnification provisions set forth in this Article 6. In furtherance of the foregoing, each Party hereby waives, to the fullest extent permitted under law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other Parties hereto and their affiliates and each of their respective Representatives arising under or based upon any law, except under the indemnification provisions set forth in this Article 6. Nothing in this Section 6.10 shall

limit any Party's right to seek and obtain any equitable relief to which any Party shall be entitled or to seek any remedy on account of any Party's fraudulent or wilful misconduct.

ARTICLE 7

TERMINATION

7.1 Termination

- (a) at any time prior to the Closing by the mutual written agreement of Purchaser and Vendor;
- (b) by Purchaser, by written notice to Vendor;
 - (i) if any of the conditions set forth in Section 5.2 have not been satisfied by the Outside Date and the Purchaser has not waived such conditions in writing as of or prior to the Outside Date, provided that notwithstanding anything to the contrary in this Agreement, the Purchaser shall not be entitled to terminate this Agreement pursuant to this Section 7.1(b)(i) if there has been a breach of this Agreement by the Purchaser that would give rise to the failure of any of the conditions specified in Section 5.3 to be satisfied.
- (c) by Vendor, by written notice to Purchaser if:
 - (i) if any of the conditions set forth in Section 5.3 have not been satisfied by the Outside Date and the Vendor has not waived such conditions in writing as of or prior to the Outside Date, provided that notwithstanding anything to the contrary in this Agreement, the Vendor shall not be entitled to terminate this Agreement pursuant to this Section 7.1(c)(i) if there has been a breach of this Agreement by the Purchaser that would give rise to the failure of any of the conditions specified in Section 5.2 to be satisfied.
- (d) by Vendor, if the Deposit has not been deposited by Purchaser in accordance with Section 2.5 within the prescribed periods.

7.2 Effect of Termination

- (a) If this Agreement is terminated pursuant to Section 7.1, the Parties are released from all of their obligations under this Agreement with respect to the purchase and sale of the Purchased Assets, as applicable, except that:
 - (i) except Section 4.3, Article 7 and Article 8; and
 - (ii) that nothing herein shall relieve any party hereto from liability for any intentional breach of any provisions hereof; and
 - (iii) the Deposit shall be held by Vendor or returned to Purchaser, as applicable, pursuant to and in accordance with Section 2.5.

ARTICLE 8

MISCELLANEOUS

8.1 Notices

- (a) Any notice, direction or other communication (in this Section 8.1, a “**Notice**”) regarding the matters contemplated by this Agreement must be in writing and must be delivered personally, sent by courier or transmitted electronically by e-mail, as follows:

in the case of the Vendor, to:

[Redacted – Commercially Sensitive Information]

With a copy to:

[Redacted – Commercially Sensitive Information]

In the case of the Purchaser, to:

Attn: Trevor Davidson
c/o ApartmentLove Inc.
1500, 850 – 2nd Street SW
Calgary, Alberta, Canada T2P 0R8

Email: tdavidson@apartmentlove.com

- (b) A Notice is deemed to be delivered and received (i) if delivered personally or electronically, on the date of delivery if delivered prior to 5:00 pm (recipient’s time) on a Business Day and otherwise on the next Business Day; (ii) if sent by same-day courier, on the date of delivery if delivered prior to 5:00 pm (recipient’s time) on a Business Day and otherwise on the next Business Day; or (iii) if sent by overnight courier, on the next Business Day.
- (c) Either Party, from time to time, may change their respective address for service by Notice given in accordance with the foregoing provisions.

8.2 Further Assurances

Each Party shall, from time to time, before or after Closing, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered all further acts, documents and instruments as may be reasonably necessary or desirable to give full effect to this Agreement and every provision contained herein.

8.3 Costs and Expenses

Unless otherwise specified, each Party shall be responsible for all costs and expenses (including the fees and disbursements of legal counsel, bankers, investment bankers, accountants, brokers and other advisors) incurred by each Party in connection with this Agreement and the transactions contemplated by this Agreement.

8.4 Brokers

- (a) The Vendor shall indemnify and save harmless the Purchaser from and against any claims of any kind whatsoever for any commission, fee or other remuneration payable or alleged to be payable to any broker, agent or other intermediary who purports to act or have acted for the Vendor.
- (b) The Purchaser shall indemnify and save harmless the Vendor from and against any claims of any kind whatsoever for any commission, fee or other remuneration payable or alleged to be payable to any broker, agent or other intermediary who purports to act or have acted for the Purchaser.
- (c) These indemnities are not subject to any of the limitations in Article 6.

8.5 Waiver of Rights

Any waiver of any of the provisions of this Agreement will be binding only if it is in writing and signed by the Party to be bound by it, and only in the specific instance and for the specific purpose for which such waiver has been given. The failure or delay of any Party in exercising any right under this Agreement will not operate as a waiver of such right. No single or partial exercise of any right will preclude any other or further exercise of such right or the exercise of any other right, and no waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar).

8.6 Remedies Cumulative

Unless otherwise specified, the rights and remedies of a Party under this Agreement are cumulative and in addition to and without prejudice to any other rights or remedies available to that Party at law, in equity or otherwise, and unless otherwise specified, no single or partial exercise by any Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party may be entitled.

8.7 Severability

If any provision of this Agreement or its application to any Party or circumstance is determined by a court to be illegal, invalid or unenforceable, such provision will be deemed ineffective only to the extent of its illegality, invalidity or unenforceability without affecting the validity or the enforceability of the remaining provisions of this Agreement and without affecting this Agreement's application to other Parties or circumstances.

8.8 Successors and Assignment

This Agreement will enure to the benefit of, and be binding upon, the Parties and their respective successors but, neither this Agreement nor any of the rights or obligations under this Agreement is assignable or transferable by either the Purchaser or the Vendor without the prior written consent of the other Party, such consent shall not be unreasonably withheld.

8.9 Entire Agreement

This Agreement and the Schedules and the Exhibits attached hereto constitute the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and supersedes all other understandings, agreements, representations (including misrepresentations, negligent or otherwise), negotiations, communications and discussions,

written or oral, made by the Parties with respect of the subjected matter hereof. Furthermore, and specifically, there are no representations, warranties, terms, conditions, covenants, promises or other understandings of any kind, expressed or implied, collateral, statutory or otherwise, between the Parties, except as those stated in this Agreement. The Parties have not relied, and are not relying on, any other information, discussions or understandings in entering into this Agreement and completing the transactions contemplated by this Agreement.

8.10 Governing Law; Attornment

This Agreement will be construed, interpreted and enforced in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein. Except for matters to be resolved by the Accounting Firm, in the event of any dispute between the Parties arising out of the interpretation, observance or performance of any covenant, condition or other provision of this Agreement, such dispute shall be determined by one arbitrator agreed on by the Parties and if they cannot agree one arbitrator appointed by the appropriate judicial authority in Ontario. The constitution and proceedings of such arbitration shall be governed by the *Arbitration Act, 1991* (Ontario), as amended from time to time. All costs and expenses of such proceedings shall be borne by the Parties equally, however, each Party shall be solely responsible for its legal costs and for the costs of its witnesses. Nothing herein contained shall preclude either Party hereto from pursuing any other rights or remedies available to such party in law where appropriate in the circumstances.

8.11 Counterparts and Delivery by Facsimile or by Electronic Transmission

This Agreement may be executed in any number of counterparts (including counterparts by facsimile or by electronic transmission), each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one (1) and the same original instrument. Delivery by facsimile or by electronic transmission of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement. Either Party delivering an executed counterpart of this Agreement by facsimile, or by electronic transmission, shall also deliver an originally executed counterpart of this Agreement to the other Party, but the failure to deliver an originally executed copy of this Agreement does not affect the validity, enforceability or binding effect of this Agreement in any way whatsoever.

8.12 Mutual Drafting

The Parties hereto agree that they have participated jointly in the negotiation and drafting of this Agreement and, in the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as having been jointly drafted by the Parties hereto and that no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provision of this Agreement.

8.13 English Language

The Parties confirm that it is their wish that this Agreement and any other documents delivered or given under this Agreement, including notices, have been and will be in the English language only. *Les parties aux présentes confirment leur volonté que cette convention ainsi que tous les documents s'y rattachant, y compris les avis, soient rédigés dans la langue anglaise seulement.*

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SIGNATURES OF AGREEMENT

This Agreement has been executed by the Parties as of the date first written above.

[REDACTED – COMMERCIALY SENSITIVE INFORMATION]

By: (signed) [Redacted – Commercially Sensitive Information]
Name: [Redacted – Commercially Sensitive Information]
Title: [Redacted – Commercially Sensitive Information]

APARTMENTLOVE INC.

By: (signed) "Trevor Davidson"
Name: Trevor Davidson
Title: President & CEO

By: (signed) "George Davidson"
Name: George Davidson
Title: CFO

Disclosure Schedules

[Schedule Redacted – Commercially Sensitive Information]

Exhibit "A" – Adjusted Working Capital Calculation

[Schedule Redacted – Commercially Sensitive Information]

Exhibit "B" – Non-Competition Non-Solicitation Agreement

THIS AGREEMENT is made as of the ____ day of _____, 2022

BETWEEN:

APARTMENTLOVE INC., a corporation incorporated under the laws of Canada (the "Purchaser");

- and -

[Redacted – Commercially Sensitive Information], a corporation incorporated under the laws of Ontario (the "Vendor").

WHEREAS the Purchaser has entered into an asset purchase agreement (the "Purchase Agreement") dated the 8th day of November, 2022 with the Vendor, pursuant to which Purchaser agreed, subject to the terms and conditions set forth therein, to acquire certain assets owned by the Vendor in connection with, or relating to, the Business (as defined below);

AND WHEREAS to preserve the fair market value of the Business, it is a condition precedent to the completion of the transactions contemplated by the Purchase Agreement, that the Vendor execute and deliver this Agreement establishing that the Vendor will not, except as expressly provided for herein, directly or indirectly, after the date hereof, compete with the Business, solicit customers or known prospective customers of the Business or hire employees of the Purchaser, all upon the terms provided for herein;

AND WHEREAS the Vendor acknowledges: (i) the entering into of this Agreement by the Vendor is an integral part of the transactions contemplated under the Purchase Agreement; and (ii) Purchaser is relying on the covenants and acknowledgements given in this Agreement in relation to such transactions;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) and of the mutual covenants and agreements contained in this agreement, the parties hereto covenant, agree and declare as follows:

1. INTERPRETATION

- (a) Capitalized terms in this Agreement shall have the following meanings:
- A. "Affiliates" has the meaning ascribed thereto in the *Business Corporations Act* (Ontario), as amended;
 - B. "Agreement" means this Non-Competition and Non-Solicitation Agreement;
 - C. "Business" means the operation of [Redacted – Commercially Sensitive Information] and other internet rental listing sites [Redacted – Commercially Sensitive Information]; and
 - D. "Restricted Area" means North America, South America, Europe, Africa, Asia and Australia.

2. NON-COMPETITION AND NON-SOLICITATION

(a) The Vendor hereby covenants and agrees with Purchaser that, commencing on the date hereof and ending on the date that is five (5) years from the date hereof, it will not, directly or indirectly, and it will cause its Affiliates to not, in any capacity or through any means whatsoever, without the prior written consent of Purchaser:

- A. divert or attempt to divert any business or customer of the Business to any competitor (whether by direct or indirect inducement or otherwise);
- B. contact, solicit or interfere with any person reasonably known to be a (i) current customer of the Business, (ii) prospective customer of the Business targeted by the Vendor during the twelve (12) months immediately preceding the date hereof, or (iii) former customer of the Business during the twelve (12) months immediately preceding the date hereof for the purpose of selling to such person any products or services which are the same as or competitive with, the products or services sold by the Business;
- C. employ or seek to employ any person who is at the time known by the Vendor or its Affiliates to be employed by the Purchaser or to whom Purchaser made an offer of employment pursuant to the Purchase Agreement, or otherwise directly or indirectly induce such person to leave his or her employment; provided, however, that nothing herein shall preclude the Vendor or its Affiliates from soliciting or hiring any employee of the Purchaser (i) who responds to any public advertisement or general solicitation not specifically directed at employees of the Purchaser, or (ii) following the termination of such employee's employment or engagement with the Purchaser for any reason, provided, that the Vendor has not induced such employee to terminate his or her employment in breach of the Vendor's obligations hereunder; or
- D. own, advise, manage, maintain, operate, engage in, lend money to, guarantee the debts or obligations of, or have any interest in, whether directly or indirectly, any business which is the same as or similar to or competitive with the Business, and which is located within the Restricted Area.

(b) Nothing in this Agreement shall prevent the Vendor from owning, for investment purposes only, not more than 5% of any class of securities of any corporation engaged in a business similar to the Business, which securities are publicly traded on a recognized securities exchange, provided that such ownership represents a passive investment and that neither the Vendor nor any group of persons including the Vendor or persons acting on behalf of the Vendor in any way, either directly or indirectly, manages or exercises control of any such corporation, guarantees any of its financial obligations, otherwise takes any part in its business, other than exercising the Vendor's rights as a shareholder, or seeks to do any of the foregoing.

(c) *[Redacted – Commercially Sensitive Information]*.

3. ACKNOWLEDGMENTS

(a) The Vendor acknowledges and confirms that:

- A. the Vendor has been independently advised by counsel with respect to the provisions of this Agreement;
- B. the parties have negotiated the provisions hereof on an equal footing based on equal bargaining power at the time the Purchase Agreement was negotiated;
- C. the Vendor was not required to enter into the Purchase Agreement;
- D. the provisions hereof, including the duration of the restrictions, the geographic scope of the Restricted Area and the definition of Business, are all reasonable and do not go beyond what is necessary to protect the interests of the Purchaser; and
- E. the Vendor directly or indirectly received a substantial benefit as a result of the completion of the transactions contemplated by the Purchase Agreement.

(b) The Vendor agrees that in the event of a breach or a threatened breach by the Vendor of any of the provisions of this Agreement, Purchaser will be entitled, in addition to any other rights, remedies or damages which may be available to Purchaser, at law or in equity, to obtain an interim and permanent injunction in order to prevent or restrain any such breach or threatened breach of this Agreement by the Vendor.

4. MISCELLANEOUS

(a) The parties hereto shall do all such further acts and things and execute and deliver all such assurances and other documents and writings as may be required from time to time in order to fully carry out the terms, provisions and intent of this Agreement.

(b) If any covenant or provision of this Agreement is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision of this Agreement. Further, the void or unenforceable provision may be read down by a court of competent jurisdiction so as to provide the maximum protection possible to Purchaser in terms of the duration and geographic scope of the covenants contained herein.

(c) This Agreement will be construed, interpreted and enforced in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

(d) Purchaser may assign this Agreement without consent. The Vendor shall not be entitled to assign its rights or obligations under this Agreement without the prior written consent of Purchaser, its successors or assigns.

(e) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

(f) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and replaces any and all prior agreements, undertakings, representations or negotiations pertaining thereto.

(g) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Delivery by facsimile or by electronic transmission of an executed counterpart of this Agreement shall be as effective as delivery of an originally executed counterpart of this Agreement.

[Remainder of Page Left Bank, Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[REDACTED – COMMERCIALY SENSITIVE INFORMATION]

By: _____
Name:
Title:

APARTMENTLOVE INC.

By: _____
Name: Trevor Davidson
Title: President & CEO

By: _____
Name: George Davidson
Title: CFO